

Exhibit 2: Agreement between Coastal Conservancy and Save Open Space Santa Monica Mountains

AMENDMENT TO AGREEMENT FOR TRANSFER AND  
EXPENDITURE  
OF SETTLEMENT FUNDS  
BETWEEN THE STATE COASTAL CONSERVANCY AND  
SAVE OPEN SPACE SANTA MONICA MOUNTAINS

THE PARTIES HERETO AGREE TO AMEND PARAGRAPH THREE OF THE AGREEMENT OF  
AUGUST 9, 2004 AS FOLLOWS:

3. The Conservancy shall use the Settlement Funds and any interest earned thereon exclusively for the following purposes: to develop (i.e., plan and/or construct) permanent public access to the ocean or shoreline within the City of Malibu. Disbursement of the Settlement Funds is subject to the conditions that: (1) the agency designated to operate and manage the public access way is a public agency, not a non-profit or other private entity or person; and (2) SOSSMM will receive credit for this contribution to the opening of the public access as follows: (a) in any Conservancy press release announcing the opening of the access, (b) by invitation of members of SOSSMM to the opening/dedication event (if any).

STATE COASTAL CONSERVANCY

Dated: Dec. \_\_, 2004  
by

\_\_\_\_\_  
SAM SCHUCHAT  
EXECUTIVE OFFICER

SAVE OPEN SPACE SANTA MONICA MOUNTAINS

Dated: Dec. \_\_, 2004  
by:

\_\_\_\_\_  
JAMES WRIGLEY, AUTHORIZED SIGNATORY &  
BOARD MEMBER, SOSSMM

AGREEMENT FOR TRANSFER AND EXPENDITURE  
OF SETTLEMENT FUNDS  
BETWEEN THE STATE COASTAL CONSERVANCY AND  
SAVE OPEN SPACE SANTA MONICA MOUNTAINS

WHEREAS Save Open Space Santa Monica Mountains (SOSSMM) is a California nonprofit public benefit corporation whose charitable purposes include working to maintain open space, protecting wildlife, and preserving natural resources, and the primary geographical focus is the Santa Monica Mountains National Recreational Area including its coastal zone; and

WHEREAS SOSSMM has available twenty thousand (\$20,000) dollars (Settlement Funds) as part of a settlement of a now dismissed lawsuit that challenged a coastal development in Malibu, California (Settlement Agreement); and

WHEREAS SOSSMM wishes to donate the \$20,000 to the State Coastal Conservancy (Conservancy) on the terms and conditions set forth herein; and

WHEREAS, the Conservancy is a public entity authorized to receive gifts, donations and other financial support from public and private sources pursuant to California Public Resources Code § 31104; and

WHEREAS the Conservancy is charged with a principle role in the implementation of a system of public access ways along the state's coastline and is authorized to make grants and expenditures for coastal access acquisition, development and improvement, pursuant to Public Resources Code § 31400; and

WHEREAS, SOSSMM and the Conservancy agree that the Conservancy can and should be the recipient of the Settlement Funds and can subsequently administer expenditure of these funds consistent with the requirements of the Settlement Agreement;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Upon execution of this Agreement by both parties, SOSSMM shall effect a transfer of the Settlement Funds to the Conservancy.

2. The Conservancy shall deposit the Settlement Funds into an interest-bearing account to be designated by the Conservancy and such funds shall be held and disbursed subject to the terms of this Agreement.
3. The Conservancy shall use the Settlement Funds and any interest earned thereon exclusively for the following purposes: to develop (i.e., plan and/or construct) permanent public access to the ocean or shoreline within the City of Malibu. Disbursement of the Settlement Funds is subject to the conditions that: (1) the agency designated to operate and manage the public access way is a public agency, not a non-profit or other private entity or person; and (2) SOSSMM will receive credit for this contribution to the opening of the public access as follows: (a) in any Conservancy press release announcing the opening of the access, (b) by invitation of members of SOSSMM to the opening/dedication event (if any); and (c) at the location by acknowledging SOSSMM's contribution in any sign identifying contributors to the access way.
4. The Conservancy is not expected or required to expend any of its own funds for land acquisition, improvements, or any other purpose under this Agreement.
5. The Conservancy is not a party to, nor does it assume, accept or undertake any liability for satisfaction of SOSSMM's obligations under the Settlement Agreement or any other agreement SOSSMM has or may undertake in connection with the receipt and/or expenditure of the Settlement Funds.
6. Either SOSSMM or the Conservancy may terminate this Agreement by providing written notification thirty (30) days prior to the date of intended termination. In the event termination is prior to expenditure, or a binding commitment to expend the Settlement Funds, the Conservancy shall return any remaining Settlement Funds and all interest earned thereon by transfer to the Law Offices of Frank P. Angel, 3250 Ocean Park Blvd., #300, Santa Monica, CA 90405-3219. The Conservancy shall have no obligation to return Settlement Funds already encumbered by a binding agreement to expend the funds.
7. Upon expenditure of all of the Settlement Funds, the Conservancy shall notify SOSSMM of the closure of the expenditure of the Settlement Funds and the purposes for which the Settlement Funds were used.

8. All notifications to the parties shall be at the following addresses:

|                     |                        |                             |
|---------------------|------------------------|-----------------------------|
| Marc Beyeler        | James Wrigley          | Law Offices of              |
| South Coast         | Save Open Space        | Frank P. Angel              |
| Region Manager      | Santa Monica Mountains | Attn: Frank Angel           |
| State Coastal       | P.O. Box 1284          | 3250 Ocean Park Blvd., #300 |
| Conservancy         |                        |                             |
| 1130 Broadway       | Agoura, CA 91376       | Santa Monica, CA 90405-3219 |
| Oakland, CA 94612   |                        |                             |
| Tel: (510) 286-1015 | Tel: 818 880-4349      | Tel: (310) 314-6433         |

9. This Agreement shall take effect when signed by the parties and received in the offices of the Conservancy. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall be deemed an entire agreement. Each party may submit a signature page to this agreement, which, when attached to original counterparts executed by the other party, shall constitute a complete Agreement.

10. This agreement is deemed to have been executed in the County of Alameda.

IN WITNESS WHEREOF, the parties to this agreement are as indicated below:

STATE COASTAL CONSERVANCY

Dated: \_\_\_\_\_, 2004

by

\_\_\_\_\_  
SAM SCHUCHAT  
EXECUTIVE OFFICER

SAVE OPEN SPACE SANTA MONICA MOUNTAINS

Dated: \_\_\_\_\_, 2004

by:

\_\_\_\_\_  
JAMES WRIGLEY, AUTHORIZED SIGNATORY &  
BOARD MEMBER, SOSSMM